

Simmons, Jannace & Stagg, L.L.P.
Attorneys for Defendant
Chase Bank USA, N.A.
75 Jackson Avenue
Syosset, New York 11791
(516) 357-8100
Thomas E. Stagg (ts-0663)
Jacqueline M. Della Chiesa (jd-4184)

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

In Re:

Case No.: 02-14638-cec
Chapter 7

NIGEL ANTHONY RUSSELL and
DIANE RUSSELL,

Debtors.

ANSWER

NIGEL ANTHONY RUSSELL,

A.P. No.: 06-1502-cec

Plaintiff,

v.

CHASE BANK USA, NA,

Defendant.

Defendant Chase Bank USA, N.A. ("Chase"), by its attorneys, Simmons, Jannace & Stagg, L.L.P., as and for its answer to plaintiff's complaint responds as follows:

1. Admits that the allegations contained in paragraph "1" of the Complaint purport to assert claims under various statutes. To the extent that a response is required, Chase denies that plaintiff is entitled to relief under these statutes.

2. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "2" of the Complaint, but admits that the referenced statutes generally confer jurisdiction on this Court.

3. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "3" of the Complaint, but admits that the referenced statutes generally provide for venue.

4. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "4" of the Complaint, except admits that claims made under 11 U.S.C. § 524 are often core proceedings.

5. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "5" of the Complaint.

6. The allegations contained in paragraph "6" of the Complaint constitute conclusions of law, to which no response is required. To the extent a response is required, Chase denies knowledge or information sufficient to form a belief as to the truth of those allegations.

7. Denies the allegations contained in paragraph "7" of the Complaint, except admits that Chase Bank USA, N.A. is a national banking association.

8. The allegations contained in paragraph "8" of the Complaint constitute conclusions of law, to which no response is required. To the extent a response is required, Chase denies knowledge or information sufficient to form a belief as to the truth of the allegations.

9. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "9" of the Complaint, except admits that it is a furnisher of information as defined by the Fair Credit Reporting Act.

10. Admits the allegations contained in paragraph "10" of the Complaint.

11. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "11" of the Complaint.

12. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "12" of the Complaint.

13. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "13" of the Complaint.

14. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "14" of the Complaint.

15. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "15" of the Complaint.

16. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "16" of the Complaint, except admits that court records indicate that plaintiff received a discharge.

17. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "17" of the Complaint.

18. Admits the allegations contained in paragraph "18" of the Complaint.

19. Admits the allegations contained in paragraph "19" of the Complaint.

20. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "20" of the Complaint.

21. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "21" of the Complaint, and refers the Court to Exhibit 2 for its content.

22. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "22" of the Complaint, and refers the Court to Exhibit 2 for its content.

23. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "23" of the Complaint, and refers the Court to Exhibit 3 for its content.

24. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "24" of the Complaint, and refers the Court to Exhibit 4 for its content.

25. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "25" of the Complaint, and refers the Court to Exhibit 4 for its content.

26. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "26" of the Complaint.

27. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "27" of the Complaint, and refers the Court to Exhibit 5 for its content.

28. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "28" of the Complaint.

29. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "29" of the Complaint.

30. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "30" of the Complaint, and refers the Court to Exhibit 6 for its content.

31. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "31" of the Complaint.

32. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "32" of the Complaint.

33. Denies the allegations contained in paragraph "33" of the Complaint.

34. Denies the allegations contained in paragraph "34" of the Complaint.

35. Denies the allegations contained in paragraph "35" of the Complaint.

36. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "36" of the Complaint.

37. The allegations contained in paragraph "37" of the Complaint are conclusions of law to which no response is required. To the extent a response is required, Chase denies the allegations.

38. The allegations contained in paragraph "38" of the Complaint are conclusions of law, to which no response is required. To the extent a response is required, Chase denies the allegations.

39. Denies the allegations contained in paragraph "39" of the Complaint.

40. Denies the allegations contained in paragraph "40" of the Complaint.

41. Denies the allegations contained in paragraph "41" of the Complaint, except admits that the information reported by Chase relating to plaintiff's account was truthful and accurate.

42. Denies the allegations contained in paragraph "42" of the Complaint.

43. Denies the allegations contained in paragraph "43" of the Complaint.

44. The allegations contained in paragraph "44" of the Complaint constitute conclusions of law, to which no response is required. To the extent a response is required, Chase denies knowledge or information sufficient to form a belief as to the truth of the allegations.

45. The allegations contained in paragraph "45" of the Complaint constitute conclusions of law, to which no response is required. To the extent a response is required, Chase denies knowledge or information sufficient to form a belief as to the truth of the allegations.

46. Denies the allegations contained in paragraph "46" of the Complaint.

47. Denies the allegations contained in paragraph "47" of the Complaint.

48. Denies the allegations contained in paragraph "48" of the Complaint.

49. Denies the allegations contained in paragraph "49" of the Complaint.

50. Denies the allegations contained in paragraph "50" of the Complaint.

51. Denies the allegations contained in paragraph "51" of the Complaint.

52. Denies the allegations contained in paragraph "52" of the Complaint.

53. Denies the allegations contained in paragraph "53" of the Complaint, and denies that Chase has any duty to cause plaintiff's credit report to be amended.

54. The allegations contained in paragraph "54" of the Complaint constitute conclusions of law, to which no response is required. To the extent a response is required, Chase denies the allegations.

55. Denies the allegations contained in paragraph "55" of the Complaint, and denies that Chase has any duty to cause plaintiff's credit report to be amended.

56. Denies the allegations contained in paragraph "56" of the Complaint.

57. Denies the allegations contained in paragraph "57" of the Complaint.

58. The allegations contained in paragraph "58" of the Complaint constitute conclusions of law, to which no response is required. To the extent a response is required, Chase denies the allegations and denies that it acted to collect plaintiff's debt.

59. Denies the allegations contained in paragraph "59" of the Complaint.

60. Denies the allegations contained in paragraph "60" of the Complaint.

61. Repeats and realleges the answers to paragraphs "1" through "60" as if fully set forth herein.

62. Denies the allegations contained in paragraph "62" of the Complaint.

63. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "63" of the Complaint.

64. Denies the allegations contained in paragraph "64" of the Complaint.

65. Denies the allegations contained in paragraph "65" of the Complaint.

66. Repeats and realleges the answers to paragraphs "1" through "65" as if fully set forth herein.

67. Denies the allegations contained in paragraph "67" of the Complaint.

68. Denies the allegations contained in paragraph "68" of the Complaint.

69. Denies the allegations contained in paragraph "69" of the Complaint.

70. Denies that plaintiff is entitled to the relief requested in the "Wherefore" clause of the Complaint.

AS AND FOR A
FIRST AFFIRMATIVE DEFENSE

71. Plaintiff's Complaint fails to state a claim.

AS AND FOR A
SECOND AFFIRMATIVE DEFENSE

72. Plaintiff's claims are barred by the applicable statute of limitations.

AS AND FOR A
THIRD AFFIRMATIVE DEFENSE

73. The Complaint is barred, in whole or in part, by the principles of waiver, ratification, res judicata and/or estoppel.

AS AND FOR A
FOURTH AFFIRMATIVE DEFENSE

74. The damages sustained by plaintiff, if any, were caused by persons other than Chase.

AS AND FOR A
FIFTH AFFIRMATIVE DEFENSE

75. Plaintiff is not entitled to the damages sought in the Complaint.

WHEREFORE, for the foregoing reasons, it is respectfully requested that plaintiff's Complaint be dismissed in its entirety, and that Chase be awarded the costs and disbursements of this action, reasonable attorney's fees, and such other and further relief as this Court may deem just and proper.

Dated: Syosset, New York
December 18, 2007

Respectfully Submitted,

SIMMONS, JANNACE & STAGG, LLP

By: s/ Jacqueline M. Della Chiesa
Thomas E. Stagg (ts-0663)
Jacqueline M. Della Chiesa (jd-4184)

Attorneys for Defendant
Chase Bank USA, N.A.
Office & P.O. Address:
75 Jackson Avenue
Syosset, New York 11791
(516) 357-8100

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